

# **AGREEMENT**

between

**UNICCO GOVERNMENT  
SERVICES, INC.**

for

**Internal Revenue Service  
National Headquarters Building  
Martinsburg, West Virginia Office**

---

and

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 99**

**October 1, 2008 – September 30, 2011**

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## AGREEMENT

This Agreement made between Local 99-99A, International Union of Operating Engineers, affiliated with the Metropolitan Washington Council AFL-CIO, party of the first part (hereinafter referred to as the "Union") and

### UNICCO GOVERNMENT SERVICES INC.

party of the second part (hereinafter referred to as the "Employer").

That, for the purpose of mutual understanding, and in order that a harmonious relationship may exist between both the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

## ARTICLE I

### UNION REPRESENTATION AND MEMBERSHIP

**Section 1.1. Union Representation:** The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees employed at the **Internal Revenue Service National Headquarters Building (including its Martinsburg, WVA satellite location).**

**Section 1.2. Jurisdiction:** All employees in positions under the classifications as set forth in Exhibit "A," attached hereto, and as further referred to in Article I, Section 1.6 of this Agreement.

**Section 1.3. Union Membership:** In accordance with the provisions of the Labor-Management Relations Act, 1947, all employees covered by this Agreement shall, within thirty (30) days from and after the effective date of this Agreement, as hereinafter set forth, or within thirty (30) days after their employment during the term of this Agreement, become members of the Union and retain such membership during the period of this Agreement. The first thirty (30) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

**Section 1.4. Good Standing:** Subject to the provisions of the Act, the Employer shall, within five (5) working days after receipt of written notice from the Union, discharge any

employee who is not in good standing in the Union, as defined in the Act and as required by the preceding paragraph.

**Section 1.5. Operation/Maintenance:** The jurisdiction of the Union shall extend over and include the installation, renovation, operation, maintenance, and repair of:

- a. All fired or unfired pressure vessels and vacuum systems.
- b. All refrigeration and air conditioning machinery and their associated equipment including maintenance and repair of cold storage spaces, except in commercial spaces.
- c. All plumbing and piping including water, gas, heating, steam, and fire sprinkler systems.
- d. All electrical equipment, conduit, wiring, cabling, devices, lamping, appliances, and fixtures including power, lighting, fire alarm, security, and public address systems; also including control circuitry and such portions of data, television and telephone systems as required.
- e. All machinery and equipment used in the production and/or for the health and comfort of the Employer's business and personnel.

It is agreed, however, that any part or parts of this jurisdiction of which the Employer has a bona fide working agreement with another Union or Unions which pre-dates this Agreement, such part or parts shall automatically be deleted from this Agreement.

It is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation or control of any of the equipment or systems listed above, including Energy Management Systems of any kind or description.

It is further agreed that any repairs or maintenance which, in the opinion of the Engineer after consultation with the Employer, are beyond the scope of the employees covered herein to perform, are exempted from said jurisdiction.

The Union members in the exercise of their rights agree to keep the equipment covered herein in a clean and orderly condition.

**Section 1.6. Duties and Classifications:** The scope of duties of the classifications, as listed in Exhibit "A" of this Agreement, shall be as follows:

- a. **Chief Engineer:** To be responsible to his/her immediate supervisors, for the safe and efficient operation of all equipment in his/her plant and for emergency notification of proper supervisory personnel as needed.
- b. **Engineer:** To be responsible to his/her immediate supervisor only, for the safe and efficient operation and maintenance during his/her watch of all equipment in his/her plant as defined in Section 1.5 of this Article.
- c. **Maintenance Mechanic:** To perform maintenance and repairs to all equipment as defined in Section 1.5 of this Article under the direct supervision of his/her immediate superior. He/She shall at no time be assigned or stand an Engineer's watch.
- d. **Maintenance Trades Helper:** To perform all assigned duties under the immediate supervision of the Chief Engineer or Maintenance Supervisor or any other employee designated by the Employer.
- e. **Electronics Technician:** To perform maintenance and repairs of a variety of electronic equipment and components under the direct supervision of his/her immediate supervisor.
- f. **Secretary IV:** Handles a wide variety of situations and conflicts involving the clerical or administrative functions of the office which often cannot be brought to the attention of the executive. May participate in developing the work deadlines, compose correspondence requiring some understanding of technical matters, etc., under the direct supervision of the Supervisor.
- g. **Maintenance Carpenter:** To perform a wide variety of carpentry related duties, including installation, repair, and maintenance of facilities including: roofing, vinyl siding, drywall, etc., under the direct supervision of his/her superior.
- h. **Locksmith:** To perform general locksmith duties under the direct supervision of his/her superior.
- i. **Maintenance Electrician:** To perform general electrician duties under the direct supervision of his/her superior.
- j. **Laborer:** To perform duties as assigned by his/her superior.

- k. **General Maintenance Worker:** To perform general maintenance duties as assigned by his/her superior.

**Section 1.7. New Hires:** Should the Employer apply to the Union Business Office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, sex, age, national origin, or membership or non-membership in the Union.

The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) days from their dates of employment.

**Section 1.8. Union Access:** The Business Manager and/or Business Representative of the Union shall be permitted access to the engine room, boiler room or any section of the plant where employees covered by this Agreement may be working. In the exercise of this provision, the Union agrees to first notify the Employer of the intent and time to enter said premises.

**Section 1.9. Employee Qualifications:** In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interests of the Employer.

## ARTICLE II

### WAGES, HOURS AND OVERTIME

**Section 2.1. Wage Schedule:** Wages and classifications of positions shall be as shown in Exhibit "A". All wages are to be paid weekly.

**Section 2.2. Work Week and Overtime:**

- (a) **Workday Definition:** A standard workday shall consist of eight (8) consecutive hours, exclusive of a one-half (½) hour unpaid lunch period. A non-standard workday for employees assigned to watch (shift) positions covering the twenty-four (24) hour day; a workday shall consist of eight (8) consecutive hours with no proscribed lunch period.
- (b) **Overtime:** Any work exceeding forty (40) hours divided into five (5) days of eight (8) consecutive hours, exclusive of a one-half (½) hour unpaid lunch period where applicable, in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and

one-half (1 ½) the basic rate. Work performed on the seventh consecutive day shall be paid for at double or two (2) times the basic rate.

- (c) Overtime Pay for Days-Off: Those employees required to work on their first scheduled day off shall be paid one and one-half (1 ½) for all hours worked. Those employees required to work on their second scheduled day off shall be paid double or two (2) times for all hours worked.
- (d) Overtime Computation: All time paid for shall count as time worked for the purpose of computing overtime.
- (e) Hold-Over Pay: Those employees required to work sixteen (16) consecutive hours will be paid at time and one-half (1 ½) for the second eight (8) hours worked.

**Section 2.3. Days Off:** Each employee shall have two (2) regularly assigned days off in each forty (40) hour week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, he/she shall be paid accordingly. His/she shall not be assigned off on any of his/her regular working days.

**Section 2.4. Work Schedule Posting:** The O&M Manager or Maintenance Supervisor shall post a work schedule in the engine room at least two (2) weeks in advance.

**Section 2.5. Call Back:** In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1 ½) times the basic rate.

**Section 2.6. No Reduction:** No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or reorganization of personnel; and it is agreed that this section is limited to the understanding that an employee, now enjoying a benefit greater than one expressly provided in this Agreement, shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

### ARTICLE III

#### VACATIONS, HOLIDAYS AND SICK LEAVE

**Section 3.1. Vacation:** Each employee covered by the terms of this Agreement, who has worked continuously in the employ of the Employer for the following periods, shall be entitled to vacations as shown below:

After one (1) year of service	two (2) weeks' vacation
After five (5) years of service	three (3) weeks' vacation
After ten (10) years of service	four (4) weeks' vacation
After twenty (20) years of service	five (5) weeks' vacation

Time for taking said vacations shall be at the discretion of the Employer. Should a recognized holiday occur during an employee's vacation, he/she shall receive an additional day of vacation with pay. After six (6) months of service, should an employee's service be terminated for any reason, he/she shall receive pay in lieu of all unused accumulated vacation. Vacation time may be carried over to the next year, subject to the approval of the Employer.

**Section 3.2. Holidays:** The following holidays shall be recognized and employees shall receive a day's pay for same:

Holidays declared legal by the President of the United States.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Personal Day
Labor Day	

- a. In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1 ½) times the basic rate.
- b. If an employee works on any of these holidays, he/she shall be paid one and one-half (1 ½) times the basic rate for all hours worked, in addition to holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.



- c. If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.
- d. Holidays will be observed on the same day as observed by the IRS Headquarters.
- e. It is understood and agreed that in no event shall sub-sections a, b or c of this section be combined or pyramided, nor shall this section be combined with Article II, Section 2.2 of this Agreement.

**Section 3.3. Industrial Injuries:** During the period of time an employee is on a leave of absence resulting from an industrial injury or illness incurred in the course of his/her employment or arising out of employment with the Employer (as determined by the Worker's Compensation Appeals Board), the Employer will continue to make contributions to the Health and Welfare Plan for a minimum of six (6) months.

**Section 3.4. Sick Leave:** Employees shall accumulate 10 days sick leave per year. Employees shall accumulate up to thirty (30) days of sick leave effective October 1, 2008, forty (40) days effective October 1, 2009 and fifty (50) days effective October 1, 2010. All sick leave in excess of the maximum accumulation allowed shall be paid to employees in October of each year.

#### ARTICLE IV

##### MISCELLANEOUS

**Section 4.1. Orders and Instructions:** All orders and instructions for the engine room, boiler room, mechanical repairs, and maintenance work shall be issued through the Chief Engineer or his/her designated assistant, and he/she shall hire and discharge all other help covered by this Agreement, subject to the approval of Management.

**Section 4.2. Maintenance and Repairs:** The employees shall maintain and make all necessary repairs to all equipment and machinery coming under the supervision of the Chief Engineer, except where the same conflicts with the trade rights of other organizations when defined.

**Section 4.3. Employees Covered:** Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment as set forth in Article I, Section 5 of this Agreement and that the term "maintenance man" does not, and is not

intended to, include custodial and janitorial employees such as charmen, charwomen, janitors, porters, elevator operators, and similar employees.

**Section 4.4. Agreement Between Employer and Employee:** The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

**Section 4.5. Funeral Leave:** It is recognized by the Employer and the Union that five (5) consecutive calendar days may be needed by an employee to attend a funeral service of a spouse, parent or child, and three (3) consecutive calendar days may be needed by an employee to attend a funeral service of a sister, brother, parent-in-law or grandparent. If any of these days are working days, the employee shall suffer no loss in pay. One of these five (5)/ three (3) days shall be the day of the funeral. No employee shall receive pay for any part of funeral leave that occurs during previously scheduled or regular time off or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of eight (8) hours per day at straight time.

**Section 4.6. Union Dues:** The Employer will deduct from the pay of the employee the Union dues for all employees of the Union, upon signing of an individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

**Section 4.7. Jury Duty:** Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

**Section 4.8. Tools:** The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employees' duties. The Employer further agrees that the employees shall not be required to furnish any tools required for the performance of the employees duties.

**Section 4.9. Uniforms:** The Employer agrees to furnish the employees sufficient work uniforms to be worn during working hours while on duty. If the employees are required to wear safety shoes, the Employer will reimburse the employees, with a receipt, up to one hundred dollars (\$100.00) per contract year.

**Section 4.10. Successors:** This Agreement embodies the entire agreement between the Employer and the Union and shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be

construed, in any manner, so as to restrict the Employer from the complete operation and management of his/her business and plants or in the direction of the working forces. The Employer in the exercise of his/her rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued sick leave and seniority the employees may have accumulated during their employment with the previous Employer.

**Section 4.11. Invalid Provision:** In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement; and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

**Section 4.12. Shop Steward:** The Shop Steward shall be afforded a reasonable period of time to conduct Union Business during working hours, as long as such action does not interrupt operations.

**Section 4.13. Reassignment:** Work performed by an employee in a higher rated job classification in the collective bargaining Agreement shall be paid for at the higher rate when the Employer expressly reassigns such employees to the work in the higher rated classification, and the reassignment is for a substantial duration of time due to temporary changes in personnel or extended absences. Such differences will not be paid, nor will this Section be applicable, to vacation relief, sick relief, absenteeism, bereavement or other short term situations with a fixed duration. It is not the intent of this section to be used to upgrade employees out of seniority.

**Section 4.14. Seniority:** Upon completion of the probationary period, employees shall be placed on the seniority list dating from the first day of employment. Seniority shall be by job classifications for the purposes of layoff and recall, however, all other benefits provided for in this Agreement shall accrue from the employee's date of hire on-site.

Seniority within classifications shall be the determining factor for bidding shifts.

When an employee is promoted to a higher classification, he/she shall carry all previous classification seniority to the new classification within that trade.

In the event it becomes necessary to lay off employees for lack of work, the least senior employee, within the classification within that trade, shall be laid off first.

In recalling employees after layoff, the Employer agrees to offer reenployment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification provided, however, that the period of layoff does not exceed twelve (12) months. An employee who accepts recall after layoff, will be credited with seniority held at time of such layoff.

**Section 4.15. Consideration and Offers of Employment:** It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit. When a permanent vacancy occurs within one (1) of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of fourteen (14) calendar days, during which time eligible employees will have an opportunity to submit written bids for the vacancy. An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness or other justifiable reasons, subject to his/her availability for that position, if that employee so desires.

New hires, promotions or transfers will be based on the applicants' qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for that particular vacancy. In the event that two (2) or more applicants are measured to having the same relative qualifications, then seniority within the bargaining unit will be the determining factor. There will be a forty-five (45) working-day trial period for applicants who are awarded new positions. In the event that their performance is unacceptable, they may be returned to their old position and pay rate within this trial period.

**Section 4.16. Excellence in Customer Satisfaction:** The Union recognizes and supports the Employer's quality program entitled "Excellence in Customer Satisfaction." If there are any conflicts about the program, the CBA shall prevail.

**Section 4.17. JAC Contribution:** The Employer agrees to pay the following sums per quarter for each employee covered herein to the Treasurer of the Local 99, Joint Apprenticeship Trust:

October 1, 2008	October 1, 2009	October 1, 2010
\$50.00 per quarter	\$55.00 per quarter	\$60.00 per quarter

## ARTICLE V

### HEALTH, WELFARE AND PENSION BENEFITS

**Section 5.1. Health and Welfare:** The Employer agrees to make contributions, as listed below, for all employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A, to provide hospitalization coverage, and eye and dental care.

Coverage	October 1, 2008	January 1, 2009	January 1, 2010	January 1, 2011
Family	\$800.00	\$1022.00	\$1108.00	\$1202.00
Single	\$800.00	\$462.00	\$501.00	\$543.00

In the event the contribution by the Employer is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the plan cost as determined by the Plan Trustees.

The contribution by the Employer together with the amount withheld from the employees pay shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer shall contribute the difference to the Central Pension Fund in the form of an additional hourly contribution for all bargaining unit employees. These new rates shall become effective upon notification from the Union, and an updated Central Pension Fund Agreement shall be signed.

**Section 5.2. Central Pension Fund:** The Employer agrees to contribute the following amounts per hour based on two thousand and eighty (2080) hours per year for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Effective October 1, 2008	Effective October 1, 2009	Effective October 1, 2010
\$3.10 per hour	\$3.30 per hour	\$3.50 per hour

## ARTICLE VI

### ARBITRATION

**Section 6.1. Grievances:** In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Employer shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

**Section 6.2. Processing of Grievances:** All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date the person knew or should have known about the grievance issue if the grievance arises from any other cause.

**STEP 1:** Between the Supervisor/Chief Engineer and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Supervisor/Chief Engineer shall give the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Supervisor reply.

**STEP 2:** A meeting in Step 2 between the Property Manager or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Labor Relations Department shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

**Section 6.3. Arbitration:** In the event that the matter remains unresolved after the second step, either party may, within reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Employer agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

## ARTICLE VII

### TERMS OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of October 2008 to and including the 30th day of September 2011, and shall renew year to year unless, not less than sixty (60) days prior to an anniversary date of this Agreement, written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

UNICCO GOVERNMENT SERVICES INC.  
For: Internal Revenue Service  
National Headquarters Building  
Martinsburg, West Virginia Office

By: Tam B. Cavanagh

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 99-99A, AFL-CIO  
WASHINGTON, DC

By: [Signature]

Business Manager

Approved: 6-10-2008

By: [Signature]

President

By: [Signature]

Recording Corresponding Secretary



**EXHIBIT "A"**

The wages for the following classifications shall not be less than the amounts listed below:

<b>Classification</b>	<b>Effective 10/1/2008</b>	<b>Effective 10/1/2009</b>	<b>Effective 10/1/2010</b>
Chief Engineer	\$39.20	\$40.57	\$41.99
Engineer, Licensed	\$25.90	\$26.81	\$27.75
Maintenance Electrician	\$26.56	\$27.49	\$28.45
Maintenance Mechanic	\$24.03	\$24.87	\$25.74
Locksmith	\$22.19	\$22.97	\$23.77
HVAC Mechanic	\$23.95	\$24.79	\$25.66
Maintenance Carpenter	\$22.19	\$22.97	\$23.77
General Maintenance Worker	\$21.17	\$21.91	\$22.68
Maintenance Trades Helper	\$16.88	\$17.47	\$18.08
Electronic Technician III	\$27.13	\$28.08	\$29.06
Engineering Technician V	\$39.20	\$40.57	\$41.99
Boiler Mechanic	\$27.58	\$28.54	\$29.54
Secretary IV	\$24.61	\$25.47	\$26.36
Maintenance Painter	\$21.07	\$21.81	\$22.57
Fire Alarm Maintenance Mechanic	\$24.03	\$24.87	\$25.74

The wages of the Apprentice Engineers shall be based on the Engineer's wage scale and shall be as follows:

- 50% for the first six (6) months of apprenticeship
- 55% for the second six (6) months of apprenticeship
- 60% for the third six (6) months of apprenticeship
- 65% for the fourth six (6) months of apprenticeship
- 70% for the fifth six (6) months of apprenticeship
- 75% for the sixth six (6) months of apprenticeship
- 80% for the seventh six (6) months of apprenticeship
- 85% for the eighth six (6) months of apprenticeship

The Apprenticeship shall be for a period of not more than four (4) years.